

**ADDENDUM TO PROPERTY  
ACCESS AGREEMENT**

**THIS ADDENDUM** is entered into on the \_\_\_\_\_ day of January, 2014, between **THE CITY OF LEESBURG, FLORIDA**, hereinafter referred to as the "City," and **ALLIED UNIVERSAL CORPORATION**, hereinafter referred to as "Allied,"

**WITNESSETH:**

**THAT** City and Allied entered into a Property Access Agreement in 2007 (referred to as the "Agreement"), to permit Allied to locate and maintain groundwater monitoring wells on certain real property owned by the City. Allied has now requested permission from the City to place another well cluster on property owned by the City, and the parties have entered into this Addendum to add the newly requested well cluster site to the Agreement.

**NOW THEREFORE**, for and in consideration of the Agreement, the mutual covenants and promises of the parties in this Addendum, and the permission granted by the City through this Addendum to add another monitoring well cluster to those already located on City property, the parties agree as set forth below:

1. In addition to those parcels to which Allied is granted access under Paragraph 2 of the Agreement, the City hereby grants to Allied access to a third parcel (referred to as the "Third Well Site"), of approximately ten feet by ten feet (10' x 10'), located within the right of way of Stinson Street, a road right of way dedicated to the City by subdivision plat, the particular location of which is shown on the survey attached as Exhibit "A" to this Addendum.

2. All aspects of Allied's access to and use of the Third Well Site shall be governed and controlled by the conditions imposed by the Agreement on the first two parcels to which the Agreement grants access to Allied. Breach by Allied of any term, condition or covenant imposed by the Agreement with respect to either of the initial two well sites, or the Third Well Site, shall permit the City to exercise all rights and remedies granted to it under the Agreement, with respect to all three well sites.

3. The Agreement contemplated a remediation period for the first two well sites of approximately two years. That time has elapsed and based on the most current information available, Allied represents to the City that the current estimated remediation period for the Property (as defined in the Agreement) is two years from the date of this Addendum.

4. The person to receive notice on behalf of the City is changed to Alfred Minner, City Manager, at the address specified in the Agreement for notice to the City, with a copy to Fred A. Morrison, City Attorney, P.O. Box 491357, Leesburg, FL 34749 (physical address 1000 West Main Street, Leesburg, FL 34748).

5. Except for the addition of the Third Well Site, and the updates in the estimated remediation period and the parties to receive notice, the Agreement shall continue in full force and effect as originally executed between the parties, until terminated in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Addendum for the purposes stated.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
Mayor

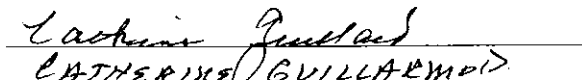
Attest: \_\_\_\_\_  
BETTY RICHARDSON, City Clerk

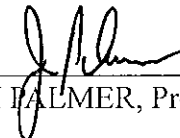
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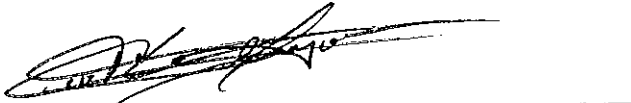
\_\_\_\_\_  
CITY ATTORNEY

WITNESSES:

ALLIED UNIVERSAL CORPORATION

  
CATHERINE GUILLARMOID  
(Type or print name of witness)

BY:  \_\_\_\_\_  
JIM PALMER, President/CEO

  
Cristhianne Monguia  
(Type or print name of witness)

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